

A. G. Contract No. KR922654TRN
ECS File: JPA 92-119
Project: 040 NA 288 H 3032 01C
Project No.: STP-40-4(5)
Section: I-40 - Hermosa Drive
Pedestrian Overpass

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE NORTHLAND PIONEER COMMUNITY COLLEGE

THIS AGREEMENT is entered into 23 February, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION (the "ADOT") and the NORTHLAND PIONEER COMMUNITY COLLEGE, acting by and through its STATE BOARD OF DIRECTORS (the "Board").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The Board is empowered by Arizona Revised Statutes Section 35-148 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Board.

3. Incident to an improvement project to I-40 near Hermosa Drive in Holbrook contemplated by the ADOT, the ADOT and the Board desire to construct adjacent sidewalks, at an estimated cost of \$5,000.00, all at Board expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>17391</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/23/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>W. V. Greenwood</u>

II. SCOPE OF WORK

1. The ADOT will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids, and with the concurrence of the Board award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the ADOT on the ADOT's project.

c. Prior to bid advertisement, invoice the Board in the amount of \$5,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

2. The Board will:

a. Review the design documents and provide comments as appropriate.

b. Prior to Project bid advertisement scheduled for June 1993, advance ADOT \$5,000.00 for the Project.

c. Be responsible for any contractor claims for extra compensation attributable to the Board.

d. Upon completion and acceptance of the Project by the ADOT, provide maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


Northland Pioneer Community College
Administrative Services
PO Box 610
Holbrook, AZ 86025

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**NORTHLAND PIONEER COMMUNITY
COLLEGE**

STATE OF ARIZONA
Department of Transportation

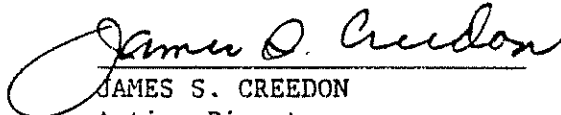
By 
DR. SHIRLEY REED
Vice President for
Administrative Services

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 22nd day of October 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Northland Pioneer Community College for the purpose of defining responsibilities for design, construction and maintenance of sidewalks adjacent to the State's project at I-40 - Hermosa Drive in the City of Holbrook.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


JAMES S. CREEDON
Acting Director

JPA 92-119

APPROVAL OF THE NORTHLAND PIONEER COMMUNITY COLLEGE
ATTORNEY

I have reviewed the above referenced proposed interagency agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the NORTHLAND PIONEER COMMUNITY COLLEGE and declare this agreement to be in proper form and within the powers and authority granted to the College.

DATED this 14th day of January 1992.

By Jane Boks



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2654-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of February, 1993.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section